

Full Board Meeting

Rich Mohr, Chair

8:00 a.m. Welcome & Introductions

Rich Mohr, Chair

Meeting Instructions

Nicole Carsten

8:05 a.m. Approval of Past Meeting Minutes (A1) *

8:07 a.m. Marietta City Schools Presentation

8:17 a.m. Board Approvals

- Program Policy Update and Tracker (A2 & A3) *
- Business Services Contract Approval (A4) *

Sonya Grant

8:27 a.m. Committee Reports

- Finance & Administration
 - Completed Audit Update
- Literacy Council
 - Staff Position Update
- Youth Committee
 - Fall Virtual Program
 - Mentoring Program
- Governance and Organizational Development
 - By-laws Update (A5)*
 - Board Engagement
 - CEO Performance Review
- Workforce Partners Council
- Cobb Workforce Partnership Committee
 - Cobb Workforce Partnership Study

Jennifer Debusk

Tim Gordon

Daneeia Badio-McCray

Bryant McDaniel

DEFERRED

Dana Johnson

8:50 a.m. CEO Report

- Giving Tuesday and Amazon Smiles
 - Smile.amazon.com -CobbWorks, Inc.2 (A6)
- ATLWORKS.ORG
- Ticket to Work Program
- Work-based Learning Wage Increase
- Updates
 - NEG Grant Approval 750K (1.4MM)
 - Local Plan Approval
 - Draft Regional Plan Approval
 - Microsoft Grant Notification

Sonya Grant

9:30 a.m. Other & Adjourn

ATTACHMENTS

A1: Meeting Minutes: September 23, 2020

A2: Program Policy Update

A3: Program Policy Change Tracker

A4: Business Services Contract Template

A5: By-Law Edits

A6: Amazon Smile/Georgia Gives

Workforce Development Board Minutes

Rich Mohr, Board Chair

MEMBERS PRESENT	STAFF PRESENT	MEMBERS ABSENT	GUEST
Bernadette Amerein	Sharon Burden	Shane Evans	
Daneeia Badio-McCray	Nicole Carsten	Jason Gray	
Francia Browne	David Cormier	Ralph Rehn	
Daniel Cummings	Sarah Dimond	Jeff Rogers	
Jennifer DeBusk	Sonya Grant	Elizabeth Scott	
Steve Foster	Jamaal Hall	Dennis Winslow	
Tim Gordon	LaDonna Huggins		
Matt Hoyman	Alisa Jackson		
Dana Johnson	Aida Jones		
Patricia Kellner			
Rich Mohr			
Traron Moore			
Esther Prieto			
Kimberly Roberts			
Mark Templeton			
Mike Chriszt			
Bryant McDaniel			
Patricia Horton			

I. Welcome & Introductions

The virtual **meeting** was called to order at **8:04 a.m.** with instructions and welcome from Rich Mohr, Board Chair.

II. Approval of Prior Meeting Minutes

There were no changes needed for the meeting minutes for May 20, 2020.

Motion to approve the May 20, 2020 meeting minutes made by Bryant McDaniel and seconded by Traron Moore. **Motion carried (seventeen members voted yea, one abstained, and there were no nays).**

Approval of Consent Agenda

Rich and Sonya provided a brief overview of the items on the consent agenda, there were no changes needed.

Motions to approve the items consent agenda made by Traron Moore and seconded by Patricia Horton. **Motion carried (eighteen members voted yea and there were no nays).**

III. CEO Report

CEO Updates

Sonya Grant introduced and welcomed Ralph Rehn and Mike Chriszt to the board. Mike Chriszt gave a brief history of his background at the Federal Reserve.

Sonya Grant gave an update on the state and local employer closures both permanent and temporary as well as unemployment rates with a focus on impacted Georgia industries. She informed the board of the decrease in annual allocations as it related to unemployment rates of 2019. She also informed the board of the goal to increase participant enrollment through more strategic and intentional strategies.

Sonya Grant gave an update on the service center reopening and stated that WorkSource Cobb was one of a few service centers serving customers face to face. Priority and focus was ensuring safety protocols were being followed to provide a safe environment for staff and participants.

Grant also gave an update on the Cobb County Eviction Task Force with the Cobb County Chairman and the county manager. The task force was created to address short-term and long-term strategies to avoid evictions.

IV. Reports

Finance & Administration

Jennifer DeBusk gave an update on the audit; Mauldin & Jenkins would have it completed by October. She deferred the remainder of the agenda items until the next meeting when the audit would be complete.

Literacy Council

Deferred until next meeting

Youth Committee

Danea Badio-McCray gave an update on the virtual summer BOSS program. She stated that the BOSS program provided ninety-minute (90) morning and afternoon sessions focused on work readiness, financial literacy, and exploring entrepreneurship for seventy-five (75) participants through the Career Compass Academy. The focus was high-demand industries; transportation, distribution, logistics, information technology and healthcare. A new cohort of the Career Compass Boss Program would be launched in the fall.

This summer BOSS was able to secure 4 virtual worksites.

Planning, Governance and Organizational Development

Bryant McDaniel gave an update to the board on committee assignments. He suggested, that Michael Chriszt join the Finance committee; Chriszt agreed but also expressed interest in the Literacy Council. Steve Foster suggested Ralph Rehn join the workforce partnership committee. Bryant McDaniel planned to speak with Ralph but believed he would serve best on the finance committee as a seasoned CFO. Pat Horton stated she was interested in joining the workforce partnership or the youth committee. Esther stated she would join the youth committee. Bryant McDaniel asked Esther to join the PGOD committee as well.

Bryant McDaniel gave an update on the demographics of the board. The board was in full compliance with all of the (WIOA Law) composition requirements. McDaniel stated he would like members to help identify prospects to join the board to provide diversity.

Cobb Workforce Partnership Committee

Dana Johnson gave an update on the Cobb Workforce Partnership study. He stated the Workforce summit would be held on November 4, 2020. Johnson informed the board of the upcoming summit which would provide updates from the Marietta and Cobb County school systems, industry panels, and a briefing from higher education.

CEO Report

Sonya grant provided a brief overview of the local plan and requested the board vote on adopting the plan, which had to be submitted to TSCG by Oct. 1, 2020.

Motions to approve the local plan made by Patricia Horton and seconded by Steve Foster. **Motion carried (*eighteen members voted yea and there were no nays*).**

Sonya Grant gave an update and brief overview of the Regional Workforce Plan. Grant also notified the board of a Microsoft Grant that provided unrestricted grant funding of up to \$100,000 per year, over the next three years for Black and African American led organizations. She asked the board if they had any connections within Microsoft and if so, if could they provide a letter of support. Rich Mohr and Steve Foster both stated that they may have a contact and would follow up. Grant planned to send him the Microsoft grant guidelines as well as Daneea Badio-McCray and Steve Foster.

Other & Adjourn

Adjourn

Motion to adjourn meeting made by Tim Foster and seconded by Daneea Badio-McCray. **Motion carried (*eighteen members voted yea and there were no nays*).**

Nicole Carsten asked if the Board members would like the Board Binders sent to them electronically or if they would prefer hard copies. Carsten stated staff would provide electronic copies of the board binders but also send hard copies if requested.

Meeting was adjourned at **9:30 a.m.**

State Workforce Policy Updates

	Revision Date:	Section:	Sub-Sect.:	Change Details:	LWIA Notice:
1	5/12/2015	All	All	Policy guide was restructured. Grammatical, phrasing, and citation changes were among the revisions...	14-May
2	5/12/2015	Governance	1.7.1	The Local Leadership Appointments and Contacts policy replaced the old Directory policy	14-May
3	5/12/2015	Governance	1.1.2	A policy to allow federally mandated WIOA revisions to be approved by WFD without SWIB approval was added (II)(C).	14-May
4	5/12/2015	Programmatic	3.3.3	Objective Assessment policy was revised and replaced	14-May
5	5/12/2015	Programmatic	3.4.3	OJT policy was replaced	14-May
6	5/12/2015	Programmatic	3.2.5	Transitioning Service member policy was added (III)	14-May
7	5/12/2015	Governance	1.2.1	Replaced O.C.G.A. §§ 34-14 with O.C.G.A § 50-7-90, 50-7-91 and 50-7-11.1	14-May
8	7/10/2015	Finance	1.8.2	Assurances and Certifications (approx. 4 pages) to be replaced with a referral to website TA	13-Aug
9	7/10/2015	Programmatic	3.4.6	Odie Donald title corrected to read WIA Services Director in two locations (correction made in pending version) will be uploaded with next revision.	13-Aug
10	7/10/2015	All	All	All references to LWIA, LWIB, SWIB, and WIA will be replaced with "LWDA," "LWDB," "SWDB," and "WIOA" where applicable	13-Aug
11	7/10/2015	Governance	1.1.2 and 1.1.2	Revised Introduction language to reflect WIOA	13-Aug
12	7/10/2015	Governance	1.2	Changed citations to reflect WIOA SWDB	13-Aug
13	7/10/2015	Governance	1.3-2	(I)(C) directed the reader to the Methods of Administration document - it now correctly references the correct link for the WIA Complaints form.	13-Aug
14	7/10/2015	Governance	1.6-2	(III) the words "programs," "activities," and "are" were made singular to conform to the cited C.F.R.	13-Aug
15	7/10/2015	Governance	1.3-2	(I)(A)(4) hyperlink was corrected	13-Aug
16	7/10/2015	Governance	1.8.2	Policy Replaced	13-Aug
17	8/12/2015	Governance	1.1-1	(a)(3) had the #25 in the middle of the sentence - a copy and paste formatting error. It has been removed.	13-Aug
18	8/12/2015	Governance	1.4-1	(I)(D) the number of days formatting was inconsistent with our SOP. It read "15 days" and was changed to "10 business days" to come into conformity with the Monitoring timeline below.	13-Aug
19	8/12/2015	Governance	1.4-2	(I)(H) - "30 days" had been mis-entered and has been replaced with "3 business days" for submittal for the NFR. And the last sentence was clarified to read: "WFD will specify in the Final Monitoring Report the period allotted to complete the required corrective actions"	13-Aug
20	8/12/2015	Governance	1.4-1 - 3	(I)(D) and (II)(A) "# business days" was changed to "40 days" for internal document consistency and for consistency with actual practices.	13-Aug
21	8/12/2015	Data Validation	4.1	(I) Actual Program Year 2015 data added	13-Aug
22	8/12/2015	Rapid Response	5.1	All references to Sugar Law deleted	13-Aug
23	8/12/2015	Data Validation	4.1	Point I was duplicative (Identified by Darrel DeVane from ARC)	13-Aug
24	9/3/2015	Finance	2.2.9	Section (III) (A)(3) Large Purchase policy revised for clarity	8-Oct
25	9/3/2015	Programmatic	3.2.5	Adult and Dislocated Worker Eligibility Policy - Replaced	8-Oct

26	9/3/2015	Programmatic	3.2.6	Youth Eligibility Policy - Replaced	8-Oct
27	9/3/2015	Programmatic	3.4.3	OJT Policy - Replaced	8-Oct
28	9/3/2015	Programmatic	3.4.10	IWT Policy - Replaced	8-Oct
29	9/3/2015	Governance	1.7.5	Board Vacancy Policy - Added	8-Oct
30	10/16/2015	Governance	1.3	EO Contact updated from Cherry Peterson to David Dietrichs and other corrective editing (advise a section reprint)	17-Mar
31	11/12/2015	Governance	1.3	updated broken hyperlinks	17-Mar
32	3/10/2016	Finance	2.2.9	Numeral III revised	17-Mar
33	3/10/2016	Data Validation	4.4	Numeral (II)(B) language altered to read: "Per TEGL 41-14 Change 1, USDOL is extending the period for WIA eligible training providers to remain eligible under WIOA. Providers currently eligible to provide training services under WIA may continue to be eligible to provide such services until June 30,2016." And next paragraph, "College" added to second line, "University and College" added to third line, "February 1" replaced with "June 30"	17-Mar
34	3/10/2016	Data Validation	4.4	Numeral (X)(D) "Mr. Odie Donald" removed.	17-Mar
35	3/10/2016	Governance	1.1.4	Title Spelling corrected	17-Mar
36	4/18/2016	Governance	1.2.2	Citations updated to reflect WIOA and current State law. Standardize citation formatting.	14-Apr-16
37	4/18/2016	Governance	1.2.2	Paragraph added for clarification: Numeral III, beginning with "Further, the State Board..."	14-Apr-16
38	4/18/2016	Governance	1.2.2	In Numeral V - "Five" was changed to "Four" in compliance with WIOA	14-Apr-16
39	4/18/2016	Governance	1.2.2	All references to WIA were updated and changed to WIOA.	14-Apr-16
40	4/18/2016	Governance	1.4	Language was revised throughout section for clarification. No substance changed. Sentence Removed, beginning with "A special review could..." A full section reprint is recommended.	14-Apr-16
41	4/18/2016	Governance	1.6	Citations updated and clarifying language throughout. A reprint is recommended. (Changed include: WIA to WIOA; Numeral III sentence added/revised beginning with "Under Title I of WIOA..."; Sentence removed beginning with "Where materials indicate..."; Removed Numeral IV.)	14-Apr-16
42	4/18/2016	Governance	1.7.1	One occurrence of "LWIB" was changed to "LWDB"	14-Apr-16
43	4/18/2016	Governance	1.7.2	Minor rewording for clarification	14-Apr-16
44	4/18/2016	Governance	1.7.3	The complaints and grievance section was updated and replaced with SWDB approval.	14-Apr-16
45	4/18/2016	Governance	1.7.4	Minor rewording for clarification	14-Apr-16
46	4/18/2016	Governance	1.7.5	One occurrence - changed "begin" to "began"	14-Apr-16
47	4/18/2016	Programmatic	3	All occurrences of "WIA" were changed to "WIOA"	14-Apr-16
48	4/18/2016	Programmatic	3.2.5	Revised: Minor wording revisions to (I)(C)(1)(b); "qualifies due to exhaustion" replaced with "is eligible for or has exhausted" in (I)(C)(5)(b); Added section (I)(C)(7).	14-Apr-16
49	4/18/2016	Programmatic	3.4	Sec. (B)(f) replaced for clarification	14-Apr-16
50	4/18/2016	Programmatic	3.4.1	Numeral VII added for clarification	14-Apr-16
51	4/18/2016	Data Validation	4	"WIA" changed to "WIOA" throughout; "Common Measures" changed to "Performance Measures" throughout	14-Apr-16
52	4/18/2016	Data Validation	4.1.1	Reworded to conform with WIOA. Recommend reprinting entire section.	14-Apr-16

53	4/18/2016	Data Validation	4.1.2	Chart revised; "Common Measures" replaced with "Performance Measures" throughout; Numeral (I)(c) "Attainment of a degree or certification" changed to "credential rate" or "credential attainment" throughout section.	14-Apr-16
54	4/18/2016	Rapid Response	5	Changed "WIA" changed to "WIOA" throughout	14-Apr-16
55	4/18/2016	Rapid Response	5.8	Changed "Stefanie Paupeck" to "Stefanie Paupeck-Harper."	14-Apr-16
54	5/19/2016	Governance	1.2.3	Section Added	16-Jun-16
55	5/19/2016	Governance	1.3	Section Replaced	16-Jun-16
56	5/19/2016	Governance	1.7.1	Section Reformatted, (II) added	16-Jun-16
57	5/19/2016	Finance	2.2.6	Section Replaced (former section was a duplicate of Sec. 2.2.5)	16-Jun-16
58	5/19/2016	finance	2.2.15	Section Replaced	16-Jun-16
59	5/19/2016	Programmatic	3.4.5	Section Added (this addition required the former 3.4.5 to be renamed 3.4.6)	16-Jun-16
60	5/19/2016	Governance	1.8.1	Reference to a "five year plan" changed to "four year plan"	16-Jun-16
61	8/9/2016	Governance	1.5	(5)(L) spelling correction/ O.C.G.A. citation revised to reflect current law.	8-Sep-16
62	8/9/2016	Programmatic	3.4.4	Supportive Services Policy revised	8-Sep-16
63	8/31/2016	Governance	1.5	Outline section V.L. - Grammar "an" changed to "a"	8-Sep-16
64	8/31/2016	Governance	1.5	Outline section VIII. C. - Citation and Language revised to conform to current O.C.G. A.	8-Sep-16
65	8/31/2016	Programmatic	3.1	Outline section II. A. & C. - Citations revise to reflect current C.F.Rs	8-Sep-16
66	8/31/2016	Programmatic	3.2.3	Outline section I. A. & C. "husband and wife" changed to "married couple" / Citation revised	8-Sep-16
67	8/31/2016	Programmatic	3.2.3	Outline section II. B. - "viii. Severance pay" added	8-Sep-16
68	8/31/2016	Programmatic	3.2.3	Outline section III. Citation in second paragraph revised	8-Sep-16
69	8/31/2016	Programmatic	3.2.5	Outline section V. "WIA" Changed to "WIOA" in last paragraph	8-Sep-16
70	8/31/2016	Programmatic	3.2.5	Outline section VI. Citation revised to reflect current CFR	8-Sep-16
71	8/31/2016	Programmatic	3.4.1.1	Minor wording and citation revisions: ITA's initialing added and used through out/ Outline section I. - removed "they select" form first paragraph, "Providers" changed to "LWDAs" in last paragraph/ Outline section II. - Citations Revised, B. - "In making this determination...." and " added, C. - "and other entities" added/ Outline section II.E. - Citations revised/ Outline section III. C. - spelling correction, old citation removed/ V. B. - "who" replaced with "that" / Outline section VII. - Language added to bullets 2,3, and the last paragraph.	8-Sep-16
72	8/31/2016	Programmatic	3.4.1.2	Outline section II. D. - "the private or public" replaced with "private, Private non-profit or public"/Outline section II. E. - Citation revised from section "H" to "C"/Outline section II. L. 3. - Replaced/ Outline section III. State Wage Cap - added/ Outline section III - Revised to IV and "NPRM" replaced with CFR citation/ Outline section V. revise to VI. and citations and language replaced with current federal Citations.	8-Sep-16
73	8/31/2016	Programmatic	3.4.1.3	Section largely reworked and added to	8-Sep-16
74	8/31/2016	Programmatic	3.4.1.6	Second paragraph replaced	8-Sep-16
75	8/31/2016	Programmatic	3.4.4	Language and citations revised throughout to conform to updated law, code and terminology and for clarity/ Portions of III. E., F., and G. removed/replaced	8-Sep-16
76	8/31/2016	Programmatic	3.4.6	Outline section II. C. - Citations revised	8-Sep-16
77	8/31/2016	Data Validation	4.4	Largely revised/replaced	8-Sep-16
78	8/31/2016	Rapid Response	5	"WIA" changed to "WIOA" throughout.	8-Sep-16

79	8/31/2016	Rapid Response	5.4	"when a layoff notice..." changed to "When a written WARN or layoff notice..." and "of the layoff notice..." to "of the WARN or layoff notice..."/ two bullet points added beginning with "verify if/when the..." and "Confirm that the employer understands..."/ Language added to the last bullet point - new language begins with "Only after contact has been made..."/Outline section V. - paragraphs added, beginning with "WARN notices must be filed in writing..." and "for written notices which are received..." and the word "written" added to the next paragraph./Outline section V. D. added.	8-Sep-16
80	8/31/2016	Rapid Response	5.8	web address corrected.	8-Sep-16
81	8/31/2016	Rapid Response	5.9	Policy Added	8-Dec-16
82	12/8/2016	Governance	1.5	(IX)(C)(1)(b) - "boar" corrected to "board"	8-Dec-16
83	12/8/2016	Programmatic	3.4	outline numbering changed to coordinate with the rest of the document/page numbering corrected	8-Dec-16
84	12/8/2016	Programmatic	3.4	(II)(F) section reworded for clarity/grammar corrected/portion added beginning with "Additionally, documentation procedures are outlined below..."	8-Dec-16
85	12/8/2016	Programmatic	3.4.1.2	(VII) - citations updated/ clarifying language and acronyms added	8-Dec-16
86	12/8/2016	Programmatic	3.4.1.4	Policy replaced	8-Dec-16
87	12/8/2016	Data Validation	4.4.4	Policy updated with a few changes throughout	8-Dec-16
88	2/16/2017	Finance	2.2.13	Expenditure Reporting to WFD policy replaced	16-Feb-17
89	2/16/2017	Finance	2.2.14	Quarterly Reporting policy replaced	16-Feb-17
90	2/16/2017	Programmatic	4.4.10	Out-of-State Training Providers policy added	16-Feb-17
91	5/16/2017	Finance	2.2	All references to WIA updated to WIOA and all Federal criteria revised to reflect the uniform administrative guidance.	18-May-17
92	5/16/2017	Finance	2.2.7	Governor's reserve Fund Policy - Significantly rewritten	18-May-17
93	5/16/2017	Programmatic	3.4.1.3	(II)(A) Spelling correction on second occurrence of "underemployed"	18-May-17
94	5/16/2017	Programmatic	3.4.1.4	IWT Policy - significant additions to section:	18-May-17
95	8/24/2017	Programmatic	3.1	One-Stop certification process	28-Sep-17
96	8/24/2017	All	2.2.18 (VI)	Records Retention: clarification of section to specify both financial records retention and participant records retention	28-Sep-17
97	8/24/2017	All	All	General citations and references added	28-Sep-17
98	5/21/2018	Rapid Response	5.0	Rapid Response Policy updated to reflect transition of RR responsibilities to GDOL.	May-2018
99	5/21/2018	Data	4.4	Eligible Training Providers Policy revised to include process for adding new programs from an existing provider	May-2018
100	8/9/2018	Programmatic	3.2.6	Youth Low-Income Threshold updated to reflect change in poverty rate per guidance from USDOL	
101	11/8/2018	Programmatic	3.4.1.4	IWT Policy: clarified definition and emphasized use of O*NET codes when determining length of training agreement	15-Nov-18
102	11/8/2018	Programmatic	3.4.1.3	CT Policy: clarified that CT is to be used only for new employees & language revision to emphasize the use of O*NET SVP codes	15-Nov-18
103	11/8/2018	All	All	General clean-up to reflect transition from GDEcD to TCSG	15-Nov-18
104	11/8/2018	Data	4.2	Document Management Policy: updated language to require the use of fully electronic case files for all participants enrolled after January 1, 2019. Additionally, all active participants and those undergoing follow-up will also need to be uploaded to GWROPP as well (Section was later	
105	2/21/2019	Programmatic	3.4.1	OJT Policy updated to eliminate State wage cap and reorganize section; CT policy clarified to emphasize CT is used for new employees prior to their first day of work	14-Mar-19

104	2/21/2019	Programmatic	3.1	One-Stop certification process: unclear language revised to reflect guidance issued for One-Stop certification and re-certification	14-Mar-19
105	2/21/2019	Programmatic	3.2.3	Income Determination policy: Per federal guidance, change was made back in 2017, but was not included in post-transition P&P. Policy reapproved by SWDB to ensure inclusion in most up-to-date version. No exclusion for unemployment compensation, child support payments, and old-age survivor benefits when determining low-income	14-Mar-19
106	2/21/2019	Programmatic	3.2.5	Basic Skills Deficient Definition: Per USDOL request, definition was expanded to provide clear guidelines for determining Basic Skills Deficient status for Adults, OSY, and ISY	14-Mar-19
107	2/21/2019	Data	4.2	Document Management Policy: Only new participants enrolled after 1/1/19 must be kept in fully electronic case files; other requirements rescinded	14-Mar-19
108	5/16/2019	Programmatic	3.2.5, 3.2.6	Updated BSD definition to include "computing or solving problems"	20-May-19
109	5/16/2019	Programmatic	3.4.6	Updated Follow-up activities section to include requirement to log ADW follow-ups in GWROPP	20-May-19
110	5/16/2019	Programmatic	3.4.1.6	Transitional Jobs policy added, Registered Apprenticeship section changed to 3.4.1.7	20-May-19
111	5/16/2019	Rapid Response	5.0	Language changed to "TCSG and subrecipient(s)" instead of specific contractor; State reserve lowered to 10%	20-May-19
112	5/16/2019	Data	4.4	ETP Appeals process revised	20-May-19
113	8/8/2019	Programmatic	3.2.1	Georgia resident priority added	9-Aug-19
114	8/8/2019	Programmatic	3.4.1.5	Work Experience reorganized & agreement requirements clarified	9-Aug-19
115	8/8/2019	Programmatic	3.4.2	Note regarding 50-50% Youth Waiver USDOL approval added	9-Aug-19
116	8/8/2019	Programmatic	3.4.4	Supportive Services 35% cap removed	9-Aug-19
117	8/8/2019	Programmatic	3.4.6	Youth Follow-up language updated in (II)(D)	9-Aug-19
118	8/8/2019	Compliance	1.3.3	State EO Officer information updated	9-Aug-19
119	8/8/2019	Compliance	1.7.3	Conflict of Interest Ga. R. & Reg. citation updated	9-Aug-19
120	11/14/2019	Programmatic	3.2.5	Updated Transitioning Service Members definition to remove "normal" as a qualifier for separation; amended Adult Basic Skills Deficient definition regarding assessments	19-Nov-19
121	11/14/2019	Programmatic	3.2.6	Amended Basic Skills Deficient definition regarding assessments	19-Nov-19
122	11/14/2019	Programmatic	3.2.3	Self-Sufficiency Standards: amended wording (removed "or") to clarify that self-sufficiency determinations must consider family income	19-Nov-19
123	11/14/2019	Business Services	3.4.1.4	Incumbent Worker Training to clarify use in non-layoff scenarios	19-Nov-19
124	11/14/2019	Governance	1.5	Reorganized & amended Sanctions policy	19-Nov-19
125	11/14/2019	Governance	1.7.5	Amended LWDB vacancies to 90 days	19-Nov-19
126	11/14/2019	Governance	3.1	Added definition of Comprehensive & Affiliate sites to One-Stop System policy	19-Nov-19
127	2/21/2020	Data	4.4	ETPL policy: Updated descriptions of performance measures to align with WIOA	27-Feb-20
128	5/14/2020	Programmatic	3.3.1; 3.3.2; 3.3.3	IEP & ISS sections - added language requiring staff and participant signature on original documents and scanned into Portal. Added language that quarterly review may be done via case note. OA section: updated to provide clarity on requirements for Adult & DW participants vs. Youth requirements	14-May-20
129	5/14/2020	Strategic Populations	3.2.7	Identifies categories of individuals that should be considered strategic populations and requires those groups be considered in local policies and procedures	14-May-20

130	5/14/2020	Programmatic	3.2.5	Priority of Service: distinguishes between WIOA priority and Veterans priority and how to merge and implement. Added definition citations for "Veteran" and "Eligible Spouse." Added note regarding how individuals with disabilities are included in priority categories	14-May-20
131	5/14/2020	Programmatic	3.4.1.5; 3.4.2.3	Added a separate Youth WEX policy, and added citations in Adult & DW WEX policy that reference the new Youth section	14-May-20
132	5/14/2020	Programmatic	3.2.6	Added definition to Youth eligibility policy for "requires additional assistance"	14-May-20
133	5/14/2020	Data	4.5	Added Confidentiality & Security policy	14-May-20
134	6/25/2020	Rapid Response	2.2; 5.1.5	Updated "Grant Allocation" section to remove RR set aside (included in RR section instead). Updated "RR Financial Policies & Monitoring" to increase RR set aside to 25%. Affirmed by full SWDB 8/13/20	20-Aug-20
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136					
137					
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Business Services Contract

Section 1: Agreement

The Business Services Contract is between, _____, herein referred to as the “**Employer**” and CobbWorks, Inc. operating as WorkSource Cobb, herein after referred to as “**WorkSource Cobb or WSC**” to provide work-based learning services which present an opportunity to improve job and career options for our jobseekers through an integrated system that links diverse talents to our business partners.

Section 2: Contact Information

Complete the contact information for the Provider and the Employer.

Provider: WorkSource Cobb	Contact Person:	Telephone #:
Provider Address: 463 Commerce Park Drive Suite 100 Marietta, GA 30060	Email:	Fax: 770-528-8078
	FAIN #:	Contract Type: <input type="checkbox"/> On-the-Job Training <input type="checkbox"/> Incumbent Worker <input type="checkbox"/> Work Experience
Employer Name:	FEIN #:	UBI #:
Employer Address:	Contact Person:	Email:
	Telephone #:	Fax #:

Section 3: General Terms and Conditions

A. Period of Performance

The Contract shall be effective as of **(Date)** through **(Date)** or until all approved training initiated under the Contract is completed, whichever is first. The period of performance and/or the time required is limited for an individual to become proficient in the skills for which the training is being provided. Funding cannot be used retroactively and will only be reimbursement for training that occurs within the contract period. The Employer will not be reimbursed for trainees that do not complete the training.

Contracts shall not be made with Employers that exhibit a pattern of not providing meaningful work experience opportunities (Youth Internship), continued long-term employment opportunities after training completion (OJT), or failure to provide employed workers continued long-term employment (IWT).

B. Funding

Funding for the services rendered as part of this Contract is provided by funds from the Workforce Innovation and Opportunity Act of 2014, as amended (herein referred to as “WIOA”) and/or other funding sources. The Employer agrees that in the event that funds for carrying out the functions to which the contract relates are suspended or terminated in whole or in part, this Contract shall be terminated immediately without further

obligation of WorkSource Cobb, except that WorkSource Cobb shall reimburse Employer for the previously incurred cost.

C. Invoicing and Reimbursements for OJT and IWT

Payments to Employers shall be made upon the receipt of an invoice to WorkSource Cobb. Invoices, along with documents verifying the reimbursement for allowable expenses (i.e.: participant wages or training expenses) incurred during the period of performance, shall be submitted to WorkSource Cobb on a monthly basis or at the end of the training period (not both).

WorkSource Cobb reserves the right to withhold reimbursement of any cost, if determined, that said cost(s) are not allowable and/or incurred prior to the execution of the Contract. Failure to comply, may result in the repayment of all reimbursed funds and termination of this Contract. Invoices free of errors and/or omissions shall be processed within 30 business days after receipt. Final expenses must be reported thirty (30) days after training activities are completed or end date, whichever is the earliest end date of the program activity. All payments are contingent on the availability of funds.

Note: OJT reimbursements are given to the employer based on the employee wages, while IWT provides reimbursement to the employer for training costs. The Employer agrees to maintain all records, including application, notice of hire, time sheets, payroll records, invoices for wage reimbursement and other relevant financial records.

Incumbent Worker Training (IWT) Program documentation submitted with the final budget include, but are not limited to, attendance records signed by the Instructor/Lead Trainer daily for trainees, and the Instructor/Lead Trainer's contact information and job title on the attendance sheets. Non-Federal share based upon the final budget needs to have supporting documentation or an explanation if it is considered as an in-kind contribution.

D. Training Duration

Employers cannot use WIOA to replace, layoff or terminate any regular, unsubsidized employees from the same or any substantially equivalent job.

To determine the length of the training, consideration should be given to the skill requirements of the position, the academic and occupational skill level of the trainee, prior work experience, and the individual training plan. All parties agree that the maximum duration of covered training is up to six (6) months or the time period specified in each Training Plan utilizing the Specific Vocational Preparation (SVP) code of the O*Net Online Occupational Guidelines, whichever is less.

Note: WIOA funds shall not be used for overtime wages, holiday, sick leave, vacation and/or bonuses.

E. Certifications/Credentials

Employer agrees to provide to WorkSource Cobb any certification(s) and/or credential(s) obtained during the training period of the contract.

F. Participant Information/Program Documentation

All documentation relative to the development of participant's (trainee) employment and/or training plan should be maintained by the Employer. WIOA requires certain information be collected by the local area for each program trainee. Participant information shall be collected by completion of a program application,

which will be provided by WorkSource Cobb. Information may include, but is not limited to:

1. Contact Information
2. Social Security Number
3. DOB
4. Citizenship (right to work status)
5. Selective Service

All employee documents submitted to WorkSource Cobb will be used for program eligibility determination, maintained for program records, and entered into a statewide system for data purposes.

G. Modification/Amendments

This Contract may be modified only by execution of a written amendment signed by both parties. This Contract may be modified at any time prior to the last date of the Contract performance. No backdated or retroactive modifications will be allowed. If program documents, total training hours, the terms of the Contract or the work locations changes, a written amendment must be submitted immediately for approval.

H. Monitoring

Employer allows representatives from WorkSource Cobb and/or federal, state, and local governmental entities to visit worksites for the purposes of evaluating the program, counseling with participants, and monitoring safety requirements and working conditions.

Employer agrees that records (payroll, fringe benefits and personnel) are subject to review, monitoring, and audit by WorkSource Cobb, the State and/or the federal government, at any time and without prior notice to the employer.

I. Termination

Either the Employer or WorkSource Cobb may terminate this contract for any reason by providing the other party with a 30-day written notice. Notice must be posted by certified mail, returned receipt requested. If through any cause, the Employer shall fail to fulfill its obligations under this contract, or if the Employer shall violate any of the covenants, representations or stipulations of the contract, WorkSource Cobb shall have the right to immediately terminate the contract by giving written notice to the Employer of such termination. The Employer shall be entitled to receive just and equitable compensation for allowable cost incurred in the performance of its duties under this contract until termination.

WorkSource Cobb shall promptly notify the Employer in writing of the determination and reasons for the termination, together with the effective date, such notice must be posted by certified mail, return receipt requested. Notice of termination may specify a later date, but provision of a later date shall not relieve the Employer of ultimate liability for any funds later determined to be unallowable. The Employer and WorkSource Cobb agree to all the terms set forth in this contract upon execution.

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J. Signatures

The Employer and WorkSource Cobb agree to all the terms in this Contract requirements by signing below.

Company Name: _____

Company Name: WorkSource Cobb

BY:

BY:

Employer Representative Signature

WorkSource Cobb Representative Signature

Print Name: _____

Print Name: Sonya Grant

Title: _____

Title: President/CEO

Date: _____

Date: _____

On-the-Job Training Program Appendix I

The On-the Job Training (OJT) Program allows employers to teach new employees the occupational skills needed to perform a job and/or work task. During the training period, employers are reimbursed up to 50% of the employee wages for up to six (6) months. In limited circumstances, the reimbursement may be up to 75% of employee wages if the employer meets one of the four criteria: 1) the employer must be a small business as defined by the Small Business Administration; 2) the OJT must lead to the participant's attainment of an industry recognized credential; 3) the participant must be determined to be an individual "with barriers to employment" as listed in WIOA § 3 (24), to include individuals who are long-term unemployed; or 4) the participant's job title must be on the state's in-demand occupation list. **Contracts will not be written for seasonal, temporary or intermittent employment.** WorkSource Cobb will conduct an employer pre-award review prior to the execution of a Contract and/or the initiation of training approval of all Work-based Learning trainees.

The Employer agrees to the following responsibilities and hiring requirements.

1. As mandated, the Employer shall only employ OJT Trainees that have been deemed eligible for WIOA program participation by WorkSource Cobb. OJT program approval must occur prior to the placement and/or hire date of the OJT Trainee.
2. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract and make them available to the workforce area representative as requested.
3. The Employer agrees that the training provided will give the OJT Employee the knowledge and skills essential to the full working level for a typical worker performing those duties.
4. The Employer ensures that employees under this agreement will not displace any currently employed workers (including partial displacement, such as by reducing hours or denying promotional opportunities, wages or employment benefits).
5. Employer shall provide wages, fringe benefits, insurance and worker's compensation coverage for the OJT trainee/participant at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
6. The Employer agrees to maintain appropriate standard for health and safety in work and training situations.
7. Employer must provide comprehensive general liability insurance protection to Trainee.
8. The Employer agrees that no OJT employee can be employed when: (a) any other individual is on lay-off from the same or substantially equivalent job, or (b) the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring an OJT employee whose wages are subsidized under this agreement.
9. If OJT is provided to one of the Employer's current employees, the Employer verifies that OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT Trainee with additional wages, hours or benefits.
10. All records, books, papers or documents shall be retained for a period of six years from the date of termination of this Contract and available for inspection by federal, state and workforce area representatives. In the case of an audit or litigation, said documents shall be retained until all such actions are settled; even if the duration of which may extend beyond six years.
11. The Employer agrees that OJT employees may not be engaged in the construction, operation or maintenance of any facility used for religious instruction or worship.

12. The Employer ensures that no individual in a decision-making capacity engages in any activity, including the administration of the OJT contract supported by WIOA funds, if a conflict of interest, real or apparent, is involved. A conflict of interest may arise in the event of the employment under this OJT contract of any immediate family member (or partner) of an individual engaged in a decision-making capacity with WorkSource Cobb/Cobb Workforce Development Board, or the Employer. Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law brother, brother-in-law sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents and grandchild, or an organization that has a financial or other interest in the firm or organization selected for the OJT contract. In the event of a potential conflict of interest, the Employer must notify WorkSource Cobb, in writing, of the instance. No action regarding the individual may take place until approved by WorkSource Cobb in writing.
13. The Employer ensures that there will be no preferential treatment of a person or group of people over other people or groups in the workplace.
14. The Employer shall ensure that no person shall, on the grounds of race, color, sex, age, disability or national origin, be subjected to illegal employment discrimination. The employer will comply with the non-discrimination and equal opportunity provisions of Section 188 of the Workforce Innovation & Opportunity Act of 2014.
15. Except for serious violation(s) of Employer policies, the Employer will not dismiss a training participant without first providing notice to WorkSource Cobb and allowing for counseling and corrective action. In the case of dismissal for serious violation(s), Employer will notify WorkSource Cobb on the first working day after dismissal.
16. The Employer agrees to comply with Georgia law regarding worker's compensation insurance for all OJT employees. Information on how to comply with Georgia laws is found at: <http://sbwc.georgia.gov>.
17. If the Employer does not have an established employee grievance procedure, the Employer agrees to abide by the procedure provided by WorkSource Cobb.

Additional Terms:

- a) The Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
- b) OJT contracts are subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a hindrance of contract purpose. Such actions include, but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.
- c) The OJT Contract will be issued for two (2) years of the executed Contract, at which point, based on available funding as well as company performance, a new contract can be negotiated.
- d) Program monitoring is the responsibility of the OJT Provider. For program compliance, onsite monitoring of each participant must occur at a minimum, at mid-training and upon training completion. Monitoring will include the review of training activities, and fiscal/payroll records.

Employer Assurances:

- a. Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee/Participant at the same rates, including increases, and benefits as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in one event less than the higher rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law as referenced in WIOA sect. 181(a)(1)(A).
- b. Conditions of employment and training will be in full accordance with all applicable federal, state, and

local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws) 29 CFR 37.38(b).

- c. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position 20 CFR 683.270.
- d. Employer assures that they have not been debarred or suspended in regard to federal funding 29 CFR Part 97.35. Executive Order 12549, 29 CFR Part 98, Section 98.510.
- e. The Employer certifies that the business has operated at its current location for at least 120 days. If less than 120 days and the Employer relocated from another area in the U.S and individuals/employees were not laid off at the previous location as a result of the relocation.
- f. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing per 20 CFR 663.730.
- g. Employer certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Trainee's spouse per 20 CFR 667.200(g).
- h. Employer assures that the OJT Trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship per 29 CFR 37.6(F).
- i. Employer assures that the OJT Trainee/Participant has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees (20 CFR 667.270).

**OJT Participant Training Plan
 Initial Placement Evaluation**

OJT Employee Name:	Employer Name:
OJT Employee Phone No.:	Supervisor's Name:
OJT Employee E-Mail:	Phone No.:
Position Title:	E-Mail:
O*NET Code:	Reimbursement Rate: 50%
Training Period: From	Hours per week: 40
Starting Hourly Wage: \$	Total Hours: 480
Expected Hourly Wage at End of Training Period: \$	OJT Total Reimbursement: \$
Hire Date: Current Employee: Yes No	Career Advisor Name:
Participant Funding Category (Circle one) Adult Youth DW Other _____	

<u>Initial Work Readiness Assessment</u>	<u>Initial Observation</u>	<u>Final Evaluation</u>
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
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	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	

Rating Scale for Skills: 1 = no basic understanding, 2 = very little understanding, 3 = basic understanding, with gaps, 4 = intermediate mastery of skill, 5 = fully functional of skill

 Supervisor Signature Date OJT Employee Signature Date

**OJT Participant Training Plan
 Final Placement Evaluation**

OJT Employee Name:	Employer Name:
OJT Employee Phone No.:	Supervisor's Name:
OJT Employee E-Mail:	Phone No.:
Position Title:	E-Mail:
O*NET Code:	Reimbursement Rate: 50%
Training Period: From	Hours per week: 40
Starting Hourly Wage: \$	Total Hours: 480
Expected Hourly Wage at End of Training Period: \$	OJT Total Reimbursement: \$
End Date: Current Employee: Yes No	Career Advisor Name:
Participant Funding Category (Circle one) Adult Dislocated Worker Youth	

<u>Final Work Evaluation</u>	<u>Initial Observation</u>	<u>Final Evaluation</u>
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
On-the-Job Training (OJT) Completion		YES NO

Rating Scale for Skills: 1 = no basic understanding, 2 = very little understanding, 3 = basic understanding, with gaps, 4 = intermediate mastery of skill, 5 = fully functional of skill

 Supervisor Signature Date OJT Employee Signature Date

Equal Opportunity Employer/Program
 Auxiliary Aides & Services Are Available Upon Request to Individuals with Disabilities

Incumbent Worker Training Appendix II

Incumbent Worker Training (IWT) is designed to improve the skills of employees and the competitiveness of the employer by offering support with the costs associated with upskilling the employer's workforce. The training will allow employers to retain and promote effective employees or to avert layoffs. The employee must have an established employment history with the employer of at least six (6) months at the time of training.

The Employer agrees to the following:

1. Adhere to all conditions set forth in **ATTACHMENT A, Incumbent Worker Training Application**, and subsequent addendums which are labeled **ADDENDUM A, Incumbent Working Training Budget, ADDENDUM B, Incumbent Worker Training Roster** and **ADDENDUM C, Trainee Skills Gap/Training Plan** that were provided in the application and is subsequently made a part hereof.
2. Adhere to the WIOA requirements for paying the non-Federal share of the cost of providing the training. The non-Federal share provided by an Employer may include the amount of the wages paid by the Employer to a worker while the worker is attending training, equipment purchased for training, curriculum development costs, travel and lodging costs, etc. The Employer may provide the share in cash or in kind, fairly evaluated. Official payroll records, time and attendance sheets, invoices for equipment purchases, etc. must be utilized to determine the amount of the Employer's share of cost. The Employer non-Federal share is dependent on the size of the Employer and shall not be less than:
 - 10 percent of the cost, for Employers with not more than 50 employees;
 - 25 percent of the cost, for Employers with more than 50 employees but not more than 100 employees; and,
 - 50 percent of the cost, for Employers with more than 100 employees.
3. Provide documentation that indicates Employer size. Employer size is based on the number of employees currently employed at the local operation where the incumbent worker training placements will be made. Employer size is determined by the number of employees at the time of the execution of the incumbent worker training contract. This applies to all Employers, including Employers with seasonal or intermittent employee size fluctuations.
4. Complete and sign Form W-9, Request for Taxpayer Identification Number and Certification attached hereto and made a part thereof.
5. Hold WorkSource Cobb, its officers, agents and employees harmless from any and all claims or any kind, including, but not limited to, costs and expenses, on account of any suits or damages, including death, sickness or injury to persons or property arising from or connected with the program described herein and/or the operations of the EMPLOYER, its agents, representatives or employees.
6. Comply with the requirements for debarment and suspension in accordance with Executive Order 12549 and 12689, 2 CFR 180 and the requirements for a drug-free workplace codified at 29 CFR Part 98.
7. Comply with all applicable Federal, State and local laws including but not limited to: The Workforce Innovation and Opportunity Act of 2014 and its implementing regulations.

8. Maintain records for the IWT trainees and make copies available including: (1) documentation of employment history to verify six months' employment history requirement; (2) accurate daily time and attendance records showing the date of each day in which IWT occurs and the hours of IWT per day; and, (3) documentation of employer match including payroll records showing gross/net wages paid during the training hours. The Employer will retain all records pertinent to this Agreement for a period of seven (7) years from the end of the program year in which the Agreement ends. The aforementioned records will be retained beyond the seven (7) years if any litigation or audit is begun or if a claim is instituted involving the agreements covered by the records. Employer agrees to provide copies of the daily time and attendance records, payroll documentation, and proof of unsubsidized employment within 30 days of the end of the month in which IWT occurs. Failure to provide the required documentation may result in forfeiture of the payment to the Employer.
9. Comply with Monitoring, audit and review of the progress of training and inspection and copy and/or authorized local, State or Federal representatives of any records, books, papers, and documents which relate to this Agreement for compliance with the terms of this Agreement. Should any findings arise that warrant an audit, WorkSource Cobb may employ an independent auditor to examine the Employer's records at the expense of the Employer. Such inspection may take place with or without notice at any time during normal Employer hours wherever the records are maintained; provided, the Employer does not maintain or relocate any or all of the records outside the county of employment or service provision. If this occurs, the Employer shall make them available, at its expense, either at some reasonable location in the county of employment or service provision, upon reasonable demand and notice. The Employer will be responsible for resolution of findings disclosed within the audit. The Employer will reimburse WorkSource Cobb for all unresolved audit exceptions associated with this Agreement. Failure to reimburse WorkSource Cobb for unresolved audit exceptions will result in making the Employer ineligible for future consideration for WIOA funding.
10. If the Employer does not have an established employee grievance procedure, the Employer agrees to abide by the procedure provided by WorkSource Cobb.
11. Participate in any follow-up efforts conducted by WorkSource Cobb or its authorized representative to evaluate IWT effectiveness.

The Employer further assures and certifies to adhere to the following provisions:

- a. 20 CFR 680.790 specifies that the training be conducted with a commitment by the Employer to retain or avert the layoffs of the incumbent workers trained.
- b. WIOA Section 134 (d) and 20 CRF Section 680.820 specifies that Employers participating in IWT are required to pay the non-Federal share of the cost of providing training to incumbent workers. The amount of non-Federal share depends upon factors such as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of training), the relationship of the training to the competitiveness of the Employer and employees and the availability of other Employer provided training and advancement opportunities. Employer non-Federal share of IWT is specified in **ADDENDUM A, IWT Budget**.
- c. 20 CFR Section 680.830 specifies that funds provided to EMPLOYERS for incumbent worker training must not be used to directly or indirectly assist, promote or deter union organizing.

- d. 20 CFR Section 680.840 specifies that WIOA funds may not be used to directly or indirectly aid in filling of a job opening which is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling is otherwise an issue in a labor dispute involving a work stoppage.
- e. 20 CFR Section 683.260 specifies that WIOA funds must not be used for incumbent worker training for employees of any Employer or part of an Employer that has relocated from any location in the US until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing their job at the original location.
- f. 20 CFR Section 683.270 specifies that a participant in a WIOA program activity must not displace (including a partial displacement such as a reduction in the hours of non-overtime work, wages of employment benefits) any currently employed employee (as of the date of the participation).
- g. 20 CFR Section 683.270 specifies that a WIOA program or activity must not impair existing contracts for services or collective bargaining agreements. When the program or activity would be inconsistent with a collective bargaining agreement, the labor organization and Employer must provide written concurrence before the activity begins.
- h. 20 CFR Section 683.270 also specifies that a participant may not be employed in or assigned to a job if: (1) any other individual is on layoff from the same of any substantially equivalent job; (2) the Employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy created with the WIOA participant; (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers as of the date of the participation.
- i. 20 CFR Section 683.275 specifies that individuals employed in activities under WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same Employer and who have similar training, experience and skills.
- j. 20 CFR Section 683.275 specifies that individuals employed in programs and activities under WIOA must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
- k. 20 CFR Section 683.280 specifies that health and safety standards established under federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and services under WIOA. To the extent that a State workers' compensation law applies, workers' compensation must be provided to participants in program and activities under WIOA on the same basis as the compensation is provided to other individuals in the State in similar employment. Information on how to comply with Georgia law is available at <http://sbwc.georgia.gov>.
- l. WIOA Section 134 (d) states that Employers participating in IWT shall be required to pay for the non-Federal share of the cost of providing the training to incumbent workers of the Employers. The LWDBs shall establish the non-Federal share of such cost (taking into consideration such other factors as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of the training), the relationship of the training to the competitiveness of the Employer and employees, and the availability of other Employer-provided training and advancement opportunities.

- m. WIOA Section 181 (b) (1) specifies that no WIOA funds shall be used to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
- n. WIOA Section 188 specifies that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under or denied employment in the administration of or in connection with any such program or activity because of race, color, religion, sex (as otherwise permitted under Title IX of the Education Amendments of 1072), national origin, age, disability or political affiliation or belief or solely because of the status of the individual as a participant in a program or activity receiving WIOA funds.
- o. WIOA Section 188 specifies that no participants shall be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily use for instruction or worship and are operated by organizations providing services to WIOA participants.
- p. 29 CFR 38.10 (d) (e) (f). As provided in 20 CFR §38.3(b), 29 CFR part 32, subparts B and C and appendix A, which implement the requirements of Section 504 pertaining to employment practices and employment-related training, program accessibility, and reasonable accommodation, have been incorporated by reference. Employers, employment agencies, or other entities covered by Titles I and II of the ADA should be aware of obligations imposed by those titles. *See* 29 CFR part 1630 and 28 CFR part 35. Similarly, recipients that are also Employers covered by the anti-discrimination provision of the Immigration and Nationality Act should be aware of the obligations imposed by that provision. *See* 8 U.S.C. 1324b.
- q. WIOA Section 194 (5) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity under this title.
- r. WIOA Section 194 (13) Services, facilities or equipment funded under WIOA may be used, as appropriate, on a fee-for-service basis, by Employers in a local area in order to provide employment and training activities to incumbent workers – (A) when such services, facilities or equipment are not in use for the provision of services for eligible participants under this title; and (B) if such use for incumbent workers would not have an adverse effect on the provision of services to eligible participants under this title; and (C) if the income derived from such fees is used to carry out the programs authorized under this title.
- s. 2 CFR 200. No individual in a decision making capacity will engage in any activity, including the administration of the IWT contract supported by WIOA funds, if a conflict of interest, real or apparent, is present. A conflict of interest may arise in the event that an employee under this contract is an immediate family member (or partner) of an individual engaged in a decision making capacity with the LWDA, the LWDB, the Employer or an organization that has a financial or other interest in the firm or organization selected for the contract. Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents, grandchild, half-brother, half-sister, first cousin or individual residing in the same household. In the event of a potential conflict of interest, the Employer will notify WorkSource Cobb in writing. The Employer shall agree by signing the Conflict of Interest Statement marked **EXHIBIT G**;
- t. The Employer must meet the provisions of the Georgia Security and Immigration Compliance Act (GSICA) by signing the affidavit attached hereto and made a part hereof.

WorkSource Cobb reserves the right to perform the following functions:

Conduct regular oversight and monitoring of its WIOA activities and those of its subcontractors in order to:

- Determine WIOA allowable expenditures;
- Determine compliance with provisions of the WIOA and WIOA regulations and other applicable laws and regulations;
- Provide technical assistance to subcontractors as necessary and appropriate; and
- Evaluate the effectiveness of training.

Reimburse necessary, reasonable and allowable IWT costs in accordance with **ADDENDUM A, IWT BUDGET** and as specified in **Compensation** above.

**INCUMBENT WORKER TRAINING
ATTACHMENTS/APPENDIX**

Attachment A: Incumbent Worker Training Application

Addendum A – Incumbent Worker Training Budget

Addendum B – Incumbent Worker Training Roster

Addendum C – Incumbent Worker Training Trainee Skills Gap/Training Plan

Work Experience (WEX)
(Young Adult Internship Program)
Appendix III

BOSS Program /Youth Internship Program

The Boss Program/Youth Internship Program is designed to engage eligible Cobb County, young adults, ages 16-24 in work-based training that will improve their basic work skills, gain exposure to the “world of work” and provide meaningful work experiences needed to obtain and/or advance in employment. An Internship is a planned, structured learning experience that takes place in a workplace for a limited period of time, (6 - 8 weeks). An Internship may be paid or unpaid. Internship worksites may be in the private, for-profit sector, the non-profit sector, or the public sector.

WorkSource Cobb acts as the employer of record and pays a wage to the eligible program participant(s). Wages are based on funding limitations and a reasonable review of the training, experience and skills required for the positions being filled.

Responsibilities of the Worksite Supervisors includes:

1. A job description for each unique position. The job description should include the address, worksite contact(s) information, hours, responsibilities and productive work duties. (Not sure if this is necessary if we use the same one that OJT uses)
2. Worksites must furnish equipment, tools, materials, and/or supplies as required on the job.
3. Immediately notify WorkSource Cobb of any disciplinary actions should they be advisable due to participant misconduct, and submit in writing an incident report to document incident.

Required Form

Work Readiness Assessment/Evaluation

The Worksite shall have the responsibility for ensuring the following actions or conditions:

- a. The Worksite will provide useful, meaningful, and productive work for Interns and will furnish equipment, tools, materials, and/or supplies as required on the job.
- b. The Worksite will provide adequate staff supervision of all Interns assigned to the site. The Worksite shall receive no compensation from WorkSource Cobb for supervision of Interns.
- c. The Worksite will provide and designate one employee as the supervisor of the Intern(s) at each Worksite. The supervision ratio will not exceed one on-site supervisor to six (6) interns without prior approval from WorkSource Cobb.
- d. The Worksite will provide a substitute supervisor who will be available at times the regular supervisor is absent or otherwise away from the worksite.
- e. The Worksite will allow representatives from WorkSource Cobb and/or federal, state, and local governmental entities to visit worksites for the purposes of evaluating the program, counseling with interns, monitoring safety requirements and working conditions. The representative will present a valid identification and will make an intentional effort to not interfere with business operations.

- f. The Worksite will assume responsibility for any misuse, abuse, or destruction of property or goods by interns on the premises of the worksite; the worksite will document any disciplinary action resulting from such instances with an incident report submitted to WorkSource Cobb.
- g. The Worksite will provide reasonable regulations for attendance and will set and reinforce expectations for good work habits of Interns.
- h. The Worksite will immediately notify designated WorkSource Cobb staff should disciplinary action be advisable due to Intern misconduct. Intern can be terminated at any time during the internship period.
- i. The Worksite will provide working conditions that comply with health and safety regulations, and will abide by the applicable provisions of child labor laws.
- j. The Worksite will ensure that Interns understand their job responsibilities and job duties upon the beginning of the employment period.
- k. The Worksite will review Intern's performance by completing the Worksite Employee Evaluation form. Performance evaluation will take place during the midpoint and/or near the completion of the job assignment.
- l. The Worksite will track and authorize/approve employee time as instructed by WorkSource Cobb staff and will ensure Interns do not exceed 40 hours of work/week. **OVERTIME WILL NOT BE APPROVED.**
- m. Timesheets are submitted to WorkSource Cobb each Thursday by close of business (specific to Intern's worksite). Submission of all timesheets must include signatures of both the Participant and the Worksite Supervisor. WorkSource Cobb is NOT obligated to pay for time worked from any timesheet submitted without the required signatures.
- n. The Worksite will immediately secure medical attention from the appropriate authority for injuries or illnesses, if necessary. Immediately after securing emergency assistance, the Worksite will notify the designated WorkSource Cobb representatives. After the emergency has been addressed, the Worksite will forward an incident report form to WorkSource Cobb regarding the incident.

WorkSource Cobb shall have responsibility for ensuring the following actions or conditions:

- a. WorkSource Cobb, or its designee, will be the official employer of record of each Intern, and will be responsible for employee payroll, worker's compensation or equivalent insurance coverage, employer Social Security contributions, income tax and other required withholdings.
- b. WorkSource Cobb will be responsible for the eligibility determination, selection, and assignment of all Interns with the agreement of the Worksite.
- c. WorkSource Cobb Interns will not be placed at any worksite that has not been approved by the WorkSource Cobb Staff.
- d. **NO PLACEMENTS** will be made until interns have been deemed eligible by WorkSource Cobb staff.
- e. WorkSource Cobb interns are not to begin internship until the WorkSource Cobb staff has assigned a start date.

- f. If an Intern is volunteering/interning at a worksite prior to placement, WorkSource Cobb will not pay wages for volunteered hours at the worksite.
- g. WorkSource Cobb provide initial employment orientation and work readiness workshops to each Intern prior to actual placement on the work site. This orientation will include general workplace expectations. Worksites are to provide additional direction or site-specific expectations.
- h. Internship Period: Placements are approved for up to eight (8) weeks, with a possible four (4) week extension for a total of twelve (12) weeks. Intern placement is dependent upon the funding levels and funding availability.
- i. WorkSource Cobb will monitor the activities of the Worksite to ensure that work complies with all relevant local, state, and federal regulations and laws, particularly child labor laws. WorkSource Cobb reserves the right to withdraw interns from any worksite unwilling or unable to establish and maintain compliance.
- j. Payment: WorkSource Cobb interns are paid on a bi-weekly basis. Interns are paid a wage specified by the funding source. Live pay checks are provided according to the pay date indicated on the Payroll Distribution Schedule, which will be provided to the Intern by WorkSource Cobb staff during intern's New Hire Orientation.
- k. WorkSource Cobb will provide an orientation to designated worksite supervisors and provide ongoing technical assistance as needed and requested.

EXHIBIT A
DEBARMENT AND SUSPENSION CERTIFICATION
Instructions for Certifications

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this document is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier participant covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but it is not required to check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this document.

Typed/Printed Contracted Organization Name

Typed/Printed Name of Certifying Official

Signature

Date

**EXHIBIT B
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, provider agreements, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed/Printed Contracted Organization Name

Typed/Printed Name of Certifying Official

Signature

Date

EXHIBIT C
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS
Instructions for Certification

As the duly authorized representative, the contractor certifies that it will provide a drug-free workplace by:

1. Publishing a statement, signed by the authorized authority, notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the WFD in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at service and training provider sites and specify the actions that will be taken against employees for violation of such prohibition.

- 8. Making a good faith effort that the Contractor and provider worksites maintain a drug-free workplace through implementation of paragraphs 1-7.

Certification

The undersigned agrees to the adhere to the aforementioned requirements.

Typed/Printed Contracted Organization Name

Typed/Printed Name of Certifying Official

Signature

Date

NONDISCRIMINATION AND EQUAL EMPLOYMENT ASSURANCE
Instructions for Certification

1. The CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - A. WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 37 and Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/ status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;
 - B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - D. The Age Discrimination Act of 1975, as amended which prohibits discrimination on the basis of age;
 - E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
2. This assurance applies to the Contractor's operation of the WIOA Title IB financially assisted program or activity, and all agreements the Contractor makes to carry out the WIOA Title IB financially assisted program or activity. The Contractor understands that the Grantor has the right to seek judicial enforcement of this assurance.

Typed/Printed Contracted Organization Name

Typed/Printed Name of Certifying Official

Signature

Date

EXHIBIT E
Non-Construction Programs

As the duly authorized representative the Contractor certifies that this agency:

1. Has the legal authority and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of WIOA Title IB programs.
2. Will give the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to WIOA Title IB programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete work relating to financial and management information system reporting requirements within acceptable times frames.
5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) all other laws incorporated into or referenced in the Workforce Investment Act of 1998, including, Title VI of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 as amended; (h) Military Selective Service Act; (i) Nontraditional Employment for Women Act; and (j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.
6. Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records;
7. Will certify if requested, in accordance with 29 CFR Part 98, Section 98.510, that neither it nor its one-stop operators, service providers or training providers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a. to 276a. 7), the Copeland Act (40 U.S.C. 276c. and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub- agreements.
9. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profits Organizations.
11. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA Title IB programs.

**EXHIBIT F
WORK AUTHORIZATION CERTIFICATION (E-VERIFY)**

Contractor Certification O.C.G.A. § 13-10-91(b)(1)

By executing this certification, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **WORKSOURCE COBB** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Typed/Printed Contracted Organization Name

Contractor's E-Verify User Identification Number

Typed/Printed Name of Certifying Official

Date Authorized to Use E-Verify

Signature

Date

**EXHIBIT G
CONFLICT OF INTEREST CERTIFICATION**

The employer agrees that no individual in a decision making capacity will engage in any activity, including the administration of the Incumbent Worker Training (IWT) contract supported by WIOA funds, if a conflict of interest, real or apparent, is present. A conflict of interest may arise in the event that an employee under this IWT contract is an immediate family member (or partner) of an individual engaged in a decision making capacity with Cobb Workforce Development Board (WDB), WorkSource Cobb, or the employer.

Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents and grandchild, or an organization that has a financial or other interest in the firm or organization selected for the IWT contract. In the event of a potential conflict of interest, the employer must notify the Cobb WDB in writing.

Company Name

Authorized Signatory

Printed/Typed Name and Title